

EXHIBIT A

01/03/2014 15:17 FAX 18157308584

LOFTON&LOFTON

+ ROOSEVELT

001/003

RUN DATE: 11/14/13

RUN TIME: 05:10

STORE MANAGER'S BUSINESS SYSTEM

18.04

STORE: 6618

PAGE: 1

CAW ASSIGNMENTS REPORT
FOR SUNDAY 11/17/13 - SATURDAY 11/23/13
W/O AVAILABILITY

EMP	EMPLOYEE	SUN 11/17/13	MON 11/18/13	TUE 11/19/13	WED 11/20/13	THU 11/21/13	FRI 11/22/13	SAT 11/23/13
70	GRACIA A SCHED:	16:00-22:00	-----	-----	-----	-----	-----	16:00-21:00
25	QUAN A SCHED:	-----	07:00-13:45	07:00-14:00	-----	07:00-14:30	07:00-13:00	-----
74	NICOLAS A SCHED:	-----	-----	15:00-22:00	16:00-22:00	-----	16:00-21:00	-----
48	MARINA A SCHED:	15:00-22:00	14:00-21:00	-----	15:00-21:00	-----	16:00-22:00	17:00-21:00
130	MARITZA A SCHED:	-----	06:00-14:00	06:00-14:00	-----	06:00-14:00	08:00-15:00	08:00-16:00
117	JUAN B SCHED:	-----	15:15-19:30	14:00-21:00	-----	10:30-14:30	-----	-----
90	BLANCA B SCHED:	08:00-16:00	07:30-14:15	06:00-13:00	-----	-----	-----	11:00-16:00
04	MARIA B SCHED:	-----	-----	-----	08:00-15:00	-----	-----	07:00-13:30
28	JAZZALI B SCHED:	08:00-15:00	-----	-----	07:30-14:00	06:00-12:15	-----	14:15-18:30
93	SKANTI B SCHED:	12:00-05:00	22:00-04:00	-----	14:00-21:00	14:30-20:00	-----	-----
77	ROCHELL C SCHED:	13:00-21:00	16:00-20:00	-----	14:00-21:00	-----	-----	14:00-22:00
16	MARGARY C SCHED:	-----	-----	15:00-22:00	16:00-21:00	15:00-21:00	-----	11:00-16:30
95	SHAVARE C SCHED:	16:00-22:00	-----	15:00-23:00	-----	18:00-01:30	15:00-15:00	-----
90	DELIAH C SCHED:	08:00-15:00	14:00-22:00	14:00-21:00	-----	20:00-01:30	-----	-----
72	ISRAEL C SCHED:	06:00-12:00	-----	-----	06:00-13:00	08:45-10:45	08:30-14:00	-----
00	ELSA C SCHED:	-----	07:00-14:00	-----	-----	09:00-15:00	10:45-14:45	07:00-14:00
122	LORENA D SCHED:	-----	11:00-15:15	-----	07:00-15:00	-----	-----	-----
106	MARIA D SCHED:	08:00-15:00	-----	08:00-15:00	-----	-----	07:00-15:00	07:00-14:00
927	ADRIANA D SCHED:	06:00-15:00	08:00-17:00	-----	08:00-17:00	-----	08:00-17:00	07:00-16:00
29	JASMINE D SCHED:	-----	12:00-17:15	05:30-14:00	-----	11:00-17:00	-----	12:00-19:45
38	SHARON F SCHED:	-----	12:00-19:00	16:00-21:00	14:00-21:00	15:00-19:00	-----	-----
5	LYNETTE G SCHED:	05:00-14:00	-----	-----	-----	-----	-----	-----
98	BARBARA G SCHED:	14:00-22:00	-----	-----	07:00-15:00	-----	16:00-22:00	16:00-20:00
108	VICTOR G SCHED:	15:00-22:00	-----	-----	15:00-22:00	14:30-20:00	14:45-21:00	18:00-22:00

© McDonald's Corporation. The material contained herein is the confidential property of McDonald's Corporation. Any use, copying or reproduction of this material, without the prior written permission of an Officer of McDonald's is prohibited and may lead to civil and criminal prosecution.

EXHIBIT B

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 *et seq.* The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing representation and/or unfair labor practice proceedings and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is mandatory in that failure to supply the information may cause the NLRB to seek enforcement of the subpoena in federal court.

RETURN OF SERVICE

I certify that, being a person over 18 years of age, I duly served a copy of this subpoena

- (Check method used.)

☐ by person

☐ by certified mail

☐ by registered mail

☐ by telegraph

☐ by leaving copy at principal office or place of business at

on the named person on

(Month, day, and year)

(Name of person making service)

(Official title, if any)

CERTIFICATION OF SERVICE

I certify that named person was in attendance as a witness at

on

(Month, day or days, and year)

(Name of person certifying)

(Official title)

ATTACHMENT

DEFINITIONS AND INSTRUCTIONS

1. "Respondent" refers to the McDonald's franchise operating at 23 N. Western Ave., Chicago, IL in whatever corporate or partnership form, and includes its officers, agents, supervisors, managerial employees, and other representatives.
2. "NLRB" refers to the National Labor Relations Board, its General Counsel, and its agents, representatives, and employees.
3. "McDonald's USA" refers to McDonald's USA, LLC, McDonald's Corporation, or any affiliate, parent, or subsidiary of McDonald's USA, LLC or McDonald's Corp., and includes its officers, agents, supervisors, managerial employees, and other representatives.
4. As used herein, the term "document" or "documents" means all written, recorded, and graphic materials and all electronic data of every kind in the possession, custody, or control of the Respondent. The term "documents" includes electronic correspondence, drafts of documents, metadata, embedded, hidden, and other bibliographic or historical data describing or relating to documents created, revised, or distributed on computer systems, and all duplicates of documents (whether or not identical) in the files of or in the files maintained on behalf of all directors, officers, managers, or other supervisory employees, duplicates of documents in all other files that are not identical duplicates of the originals, and duplicates of documents for which the originals are not in the possession, custody, or control of the Respondent. The term "documents" includes spreadsheets, as well as underlying cell formulae and other codes, electronic mail messages and other documents and data stored in, or accessible through, computer or other information retrieval systems, such as personal computers, portable computers, workstations, minicomputers, personal data assistants, archival voice storage systems, group and collaborative tools, electronic messaging devices, portable or removable storage media, mainframes, servers, backup disks and tapes, archive disks and tapes, and other forms of online or offline storage, whether on or off company premises. Unless otherwise specified, the term "documents" excludes bills of lading, invoices in non-electronic form, purchase orders, customs declarations, and other similar documents of a purely transactional nature unless specifically requested and also excludes architectural plans and engineering blueprints.

5. "Correspondence" includes, but is not limited to, written, electronic, or oral letters, memoranda, notes, recordings of telephone conversations or personal conversations, reports, e-mail, and interoffice communications.
6. "Communications" means any oral or written exchange of words, speeches, correspondence of any nature, thoughts or ideas to another person(s), whether person-to-person, in a group, by telephone, letter, facsimile transmission, e-mail, text message, or by any other process, whether oral, written, electronic, or otherwise.
7. The term "related to" or "showing" means concerning, referring to, reflecting, supporting, prepared in connection with, used in preparation for, pertaining to, having any relationship to, evidencing or constituting evidence of, or being in any way legally, logically, or factually connected with the matter discussed, in whole or in part.
8. "Knowledge" includes first-hand information and any information derived from any source, including through hearsay.
9. Unless context indicates otherwise, as used herein, "employee" means any individual employed by or working for Respondent.
10. When a portion of this subpoena attachment seeks the identity of an individual, Respondent shall provide that person's name, job title(s) or position(s), current work address, current work telephone number, current work e-mail address, and dates of employment for each position or job title.
11. Whenever used in this subpoena, the singular shall be deemed to include the plural, and vice versa; the present tense shall be deemed to include the past tense and vice versa; references to parties shall be deemed to include any and all of their owners, officers, agents, and representatives; the masculine shall be deemed to include the feminine and vice versa; the disjunctive "or" shall be deemed to include the conjunctive "and" and vice versa; and each of the words "each," "any," "every," and "all" shall be deemed to include each of the other words.
12. Documents produced shall be complete and, unless privileged, unredacted, submitted as found in the company's files (e.g., documents that in their original condition were stapled, clipped, or otherwise fastened together, or maintained in separate file folders, shall be produced in such form). Documents submitted shall be produced in the order in which they appear in the company's files and shall not be shuffled or otherwise rearranged, except so as to conform to paragraph 17, below.

13. This subpoena is intended to cover all documents that are in the possession, custody, or control of Respondent, its present or former managers, supervisors, agents, attorneys, accountants, advisors, investigators, and any other persons and companies directly or indirectly employed by, or connected with, Respondent, or its parent corporations, subsidiaries, or other related companies and agencies.
14. If any of the requested documents cannot be produced in full, then it should be produced to the extent possible, with specification as to Respondent's reasons for the inability to produce the remainder, stating whatever information, knowledge, or belief Respondent has concerning the unproduced portion.
15. If any document responsive to any request herein was, but no longer is, in your possession, custody, or control, identify the document (stating its date, author, subject, and recipients and identify (stating the person's name, employer title, business address and telephone number, and home address and telephone number) every person known or believed to have the document or a copy thereof in his or her possession, custody, or control.
16. If any document responsive to any request herein was destroyed, discarded, or otherwise disposed of for whatever reason(s), identify the document (stating its date, author, addressee(s), actual and intended recipients, title, and subject matter); explain the circumstances surrounding the destruction, discarding, or disposal of the document, including the timing of the destruction, discarding, or disposal of the document, and identify each person known or believed to have the document or a copy thereof in his or her possession, custody, or control.
17. All documents produced pursuant to this subpoena are to be organized by the numbered subpoena paragraph or paragraphs to which each document or set of documents is responsive. A label referring to that subpoena paragraph is to be affixed to each document or set of documents, or the document or set of documents should otherwise be produced as they are kept in the usual course of business.
18. Electronically stored information ("ESI") should be produced in the form or forms in which it is ordinarily maintained or in a reasonably usable form or forms. The NLRB considers "reasonably usable" productions of ESI to consist of ESI rendered to TIFF or PDF format (discussed below), accompanied by text extracted from the original electronic files and a load file containing metadata extracted and stored in a standard industry format (i.e., a load file suitable for loading into Relativity or a similar review platform). Unless otherwise agreed, the load file should contain: a unique identifier (i.e., Bates number)

for each item, custodian, source device, source and folder path, production path, modified date, modified time, to, from, cc, bcc, date sent, time sent, subject, date received, time received, and attachment information (i.e., attachment names and separate fields listing the beginning and ending Bates range(s) of attachment(s)). Where available, message ID and thread ID should also be produced. The General Counsel is open to discussing alternative forms of production, and can provide additional load file specifications upon request.

19. All images, paper documents scanned to images, or rendered ESI, shall be produced as 300 dpi single-page TIFF files, CCITT Group IV (2D Compression). Documents should be uniquely and sequentially Bates numbered with an endorsement burned into each image. All TIFF file names shall include the unique Bates number burned into the image. Each Bates number shall be a standard length, include leading zeros in the number, and be unique for each produced page.
20. All spreadsheet and presentation files (e.g., Excel and PowerPoint) shall be produced in the unprocessed "as kept in the ordinary course of business" state (i.e., in native format). The file produced should maintain the integrity of all source, custodian, application, embedded and related file system metadata.
21. All hidden text (e.g., track changes, hidden columns, mark-ups, and notes) shall be expanded and rendered in the image file. For files that cannot be expanded, the native files shall be produced with the image file. All non-graphic embedded objects (Word documents, Excel spreadsheets, .wav files, etc.) that are found within a file shall be extracted and produced. For purposes of production the embedded files shall be treated as attachments to the original file, with the parent/child relationship preserved.
22. Respondent shall identify, collect, and produce any and all data which is responsive to this subpoena which may be stored in audio or video recordings, cell phone/PDA/Blackberry/smart phone data, tablet data, voicemail messaging data, instant messaging, text messaging, conference call data, video/audio conferencing (e.g., GoTo Meeting, WebEx), and related/similar technologies. However, such data, logs, metadata or other related files, as well as other less common but similar data types, shall be produced after consultation with and written consent of the General Counsel about the format for the production of such data. Prior to any production of responsive data from Social Media (e.g., Twitter, Facebook, Google+, LinkedIn, etc.) Respondent shall first discuss with the General Counsel the potential export formats before collecting the information.

23. De-duplication of exact copies within a custodian's data may be performed, but all "filepaths" must be provided for each duplicate document. Respondent shall not use any other procedure to cull, filter, group, separate, or de-duplicate, etc. (i.e., reduce the volume of) responsive material before discussing with and obtaining the written approval of the General Counsel.
24. If Respondent uses or intends to use software or technology to identify or eliminate potentially responsive documents and information produced in response to this subpoena, including but not limited to search terms, predictive coding, near-deduplication, deduplication, and email threading, Respondent must provide a detailed description of the method(s) used to conduct all or any part of the search. If search terms will be used, in whole or in part, to identify documents and information that are responsive to this subpoena, provide the following: (1) a list of the proposed search terms; (2) a word dictionary or tally list of all the terms that appear in the collection and the frequency with which the terms appear in the collection (both the total number of appearances and the number of documents in which each word appears); (3) a glossary (including any code words related to the underlying issues); (4) a description of the search methodology (including the planned use of stem searches and combination (or Boolean) searches); and (5) a description of the applications that will be used to execute the search.
25. To the extent that it has previously provided some of the material requested by this subpoena during the underlying investigation of this matter, Respondent is not required to produce that information again but should designate the material as being provided in response to this subpoena, provided that it accurately describes which documents under subpoena it has already provided, states whether those previously supplied documents constitute all of the requested documents, is willing to stipulate to the authenticity and completeness of the documents previously supplied, and provides all of the documents under subpoena that have not been previously provided.
26. This subpoena does not seek documents or communications (or portions of such matters) that Respondent concludes must be withheld because they are covered by the attorney-client privilege or work-product doctrine. For any document withheld on a claim of privilege and/or under the work-product doctrine, identify the date, author, recipients, title, general nature of the document or communication, privilege claimed, and the factual or other basis for Respondent's belief that all the necessary elements for the privilege or protection applies. If any of the requested documents in whole or in part are not produced because they are deemed subject to such protections, the description of the nature of the document not produced or

disclosed should be such that, without revealing information itself privileged or protected, will enable the assessment of the applicability of the privilege or protection.

27. Unless otherwise specified, the period covered by each request in this subpoena attachment extends from January 1, 2012 through December 31, 2014.
28. This request is continuing in character and if additional responsive documents come to your attention following the date of production, such documents must be promptly produced.

DOCUMENTS REQUESTED

Overview of Operations

1. A document or documents identifying the Business Consultant(s), HR Consultant, or Regional Manager responsible for dealing with or assigned by McDonald's USA to Respondent.
2. The franchise agreement between Respondent and McDonald's USA, including any supplements, riders, modifications, rewrites, or amendments thereto.
3. Any Operations and Training Manual issued or made available to Respondent by McDonald's USA.
4. Any documents describing the operation, use, capabilities, or requirements of software, hardware, or programs offered or made available to Respondent by McDonald's USA related to the operation of a McDonald's franchise, including but not limited to Point of Sale, In-Store Processor, Regional Restaurant Data Diagnostics, NP6, Hiring to Win, E-Learning, or other software or electronic tools used by Respondent in the conduct of its operation of a McDonald's franchise, including but not limited to help screens available through the software, but excluding documents exclusively regarding kitchen equipment and customer payment tools.
5. A document or documents identifying the employee(s) responsible for creating, adopting, and/or enforcing the employee labor policies in Respondent's store, including but not limited to solicitation, distribution, benefits, hiring, firing, wage levels, scheduling, training, promoting, disciplining, evaluating, etc.
6. The job descriptions of each employee identified in paragraph 5.
7. An organizational chart or other document describing, picturing, or representing the managerial, supervisory, and/or operational structure of Respondent, including job titles or positions.

Hiring

8. Any communications between a Business Consultant and Respondent regarding soliciting the application of, evaluating the application of, or hiring of one or more employees.
9. Any communications between McDonald's USA and Respondent, involving other than a Business Consultant, regarding soliciting the

application of, evaluating the application of, or hiring of one or more employees.

10. Any documents concerning action Respondent took in response to or as a consequence of the communications identified in paragraphs 8 or 9 above.

11. Any materials designed or used to assist Respondent in hiring employees which were produced or provided to Respondent by McDonald's USA at any date, including copies of

- (a) the Recruitment Reference Manual;
- (b) Hiring to Win documents (including results of screenings or application reviews performed through Hiring to Win);
- (c) Alternatives to the Hiring to Win program;
- (d) Applications for employment;
- (e) notices of application for employment provided by or coming from the McState web site; and
- (f) notices of application or referral for employment which mention or resulted from McDonald's USA's "National People Week."

12. Purchase, lease, rental, or subscription agreements entered into by Respondent in order to obtain or use any of the materials mentioned in or produced in response to paragraph of 11 this attachment.

13. The complete personnel files for any employee who has worked for Respondent during the period covered by this subpoena.

14. Any documents reflecting advertisement or postings by Respondent seeking applicants for employment with Respondent.

Employee Training

15. All employee training materials made available or provided to Respondent by or through McDonald's USA, including Crew Orientation Packets, E-Learning modules or segments, video recordings, audio recordings, written matter, and other media, including URL (uniform resource locator) addresses for Web-based materials.

16. Purchase, lease, rental, or subscription agreements entered into by Respondent in order to obtain or use any of the materials mentioned in or produced in response to paragraph of 15 this attachment.

17. All employee training materials used by Respondent but not provided to Respondent by or through McDonald's USA.

18. Documents showing all training provided to Respondent's employees by or through McDonald's USA.

19. Any communications between a Business Consultant and Respondent regarding training of one or more employees.

20. Any communications between McDonald's USA and Respondent, involving other than a Business Consultant, regarding training of one or more employees.

21. Any documents concerning action Respondent took in response to or as a consequence of the communications identified in paragraphs 19 or 20 above.

Employee Conduct

22. All employee handbooks or manuals, collections of rules or policies applicable to employees, or individual rules or policies applicable to employees provided or made available to Respondent by or through McDonald's USA, e.g., McDonald's USA's document entitled "Our Policies" and copyright, confidentiality, or privacy statements printed on or attached to other documents.

23. Purchase, lease, rental, or subscription agreements entered into by Respondent in order to obtain or use any of the materials mentioned in or produced in response to paragraph of 22 this attachment.

24. All employee handbooks or manuals, collections of rules or policies applicable to employees, or individual rules or policies applicable to employees used by Respondent but not provided or made available to Respondent by or through McDonald's USA.

25. All employee discipline, evaluation, attendance, earnings, time-off, or other employee record-keeping forms, tools, materials, or software provided or made available to Respondent by or through McDonald's USA.

26. Purchase, lease, rental, or subscription agreements entered into by Respondent in order to obtain or use any of the materials mentioned in or produced in response to paragraph of 25 this attachment.

27. Any documents mentioning or concerning computer-generated copyright, privacy, or confidentiality notices.

28. Any communications between a Business Consultant and Respondent regarding discipline, discharge, demotion, or evaluation, appraisal, or review of one or more employees.

29. Any communications between McDonald's USA and Respondent, involving other than a Business Consultant, regarding discipline, discharge, demotion, or evaluation, appraisal, or review of one or more employees.

30. Any documents concerning action Respondent took in response to or as a consequence of the communications identified in paragraphs 28 or 29 above.

Wages and Benefits

31. Documents showing the monthly earnings and hours of each non-supervisory, non-managerial employees of Respondent.

32. Documents showing, discussing, or describing, by calendar year, Respondent's revenues and the number of customer orders generating those revenues.

33. Documents describing, concerning, implementing, or embodying restrictions by McDonald's USA on the prices charged by Respondent for menu items.

34. Any communications between a Business Consultant and Respondent regarding promotion, wages, benefits, transfer, or reassignment of one or more employees.

35. Any communications between McDonald's USA and Respondent, involving other than a Business Consultant, regarding promotion, wages, benefits, transfer, or reassignment of one or more employees.

36. Any documents concerning action Respondent took in response to or as a consequence of the communications identified in paragraphs 34 or 35 above.

37. Documents describing, concerning, or embodying any fringe benefits offered to employees by Respondent by or through McDonald's USA, including but not limited to scholarships, annual awards, McResource access, meal benefits, health insurance, babysitting services, shoe discounts, etc.

38. Documents describing, concerning, or embodying any fringe benefits offered to employees by Respondent not by or through McDonald's USA, including but not limited to scholarships, annual awards, McResource access, meal benefits, health insurance, babysitting services, shoe discounts, etc.

Hours and Assignments

39. All planned weekly employee schedules produced, created, recorded, or maintained during the period from June 1, 2012 through May 31, 2014.

40. All actual employee hours of work recorded from or maintained for a Charged Franchise by Respondent for the period from June 1, 2012 through May 31, 2014.

41. All Daily Activity Reports produced or created during period from June 1, 2012 through May 31, 2014.

42. All actual employee shift or position assignments produced, created, recorded, or maintained during the period from June 1, 2012 through May 31, 2014.

43. All labor scheduling recommendations made by Respondent's copy of the In-Store Processor, labor scheduling software, Labor Schedule 2.7, or other employee scheduling program for the period from June 1, 2012 through May 31, 2014.

44. All shift or position assignment recommendations made by Respondent's copy of the In-Store Processor, labor scheduling software, Labor Schedule 2.7, Dynamic Shift Position Tool, or other employee positioning program for the period from June 1, 2012 through May 31, 2014.

45. All "alerts" made by Respondent's copy of the In-Store Processor, labor scheduling software, Labor Schedule 2.7, Dynamic Shift Position Tool, or other employee scheduling or positioning program for the period from June 1, 2012 through May 31, 2014.

46. Any communications between a Business Consultant and Respondent regarding hours, scheduling, leave, shifts, assignment, or positioning of one or more employees, including communications regarding "alerts" issued by Respondent's copy of the In-Store Processor, labor

scheduling software, Labor Schedule 2.7, Dynamic Shift Position Tool, or other employee scheduling or positioning program.

47. Any communications between McDonald's USA and Respondent, involving other than a Business Consultant, regarding hours, scheduling, leave, shifts, assignment, or positioning of one or more employees.

48. Any documents concerning action Respondent took in response to or as a consequence of the communications identified in paragraphs 46 or 47 above.

Direct Review and Control

49. All documents regarding any Full Operations Review conducted or scheduled to be conducted at Respondent's facility.

50. All documents regarding any Short Operations Review conducted or scheduled to be conducted at Respondent's facility.

51. All documents regarding any Improvement Process for Underperforming Restaurants conducted or scheduled to be conducted at Respondent's facility.

52. All documents regarding any People Review conducted or scheduled to be conducted at Respondent's facility.

53. All documents concerning any "support visits," "help visits," or "ongoing status review" visits conducted or scheduled to be conducted at Respondent's facility.

54. All documents regarding any other business review, not mentioned above, conducted or scheduled to be conducted at Respondent's facility.

55. All documents regarding any Evolving Action Plan of or by Respondent.

56. Any communication from or to a Business Consultant or other McDonald's USA employee which concerns or mentions (a) Full Operations Review(s).

57. Any communication from or to a Business Consultant or other McDonald's USA employee which concerns or mentions (a) Short Operations Review(s).

58. Any communication from or to a Business Consultant or other McDonald's USA employee which concerns or mentions any Improvement Process for Underperforming Restaurants.

59. Any communication from or to a Business Consultant or other McDonald's USA employee which concerns or mentions (a) People Review(s).

60. Any communication from or to a Business Consultant or other McDonald's USA employee which concerns or mentions (an) Evolving Action Plan(s).

61. Any documents sent to or received from McDonald's USA relating to complying with labor or employment laws, including but not limited to the National Labor Relations Act, the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Fair Labor Standards Act, the Occupational Safety and Health Act, and state anti-discrimination and wage and hour laws.

Response to the Fast Food Fight for \$15 Campaign

62. Any communication from or to a Business Consultant or other McDonald's USA employee which concerns or mentions union organizing activity, the Service Employees International Union, the Fast Food Workers Campaign, Fast Food Forward, Fight for 15, or other coordinated conduct aimed at changing the working conditions of McDonald's employees.

63. All other documents which concern or mention union organizing activity, the Service Employees International Union, the Fast Food Workers Campaign, Fast Food Forward, Fight for 15, or other coordinated conduct aimed at changing the working conditions of McDonald's employees.

64. Any documents concerning no-solicitation rules, policies, or guidelines.

65. Any documents concerning training or advice provided or made available by or through McDonald's USA on dealing with or responding to union organizing activity, the Service Employees International Union, the Fast Food Workers Campaign, Fast Food Forward, Fight for

15, or other coordinated conduct aimed at changing the working conditions of McDonald's employees.

66. Any minutes of or other documents concerning meetings with McDonald's USA or one or more franchises regarding dealing with or responding to "third party intervention," union organizing activity, the Fast Food Workers Campaign, Fast Food Forward, Fight for 15, or other coordinated conduct aimed at changing the working conditions of McDonald's employees, including Charged Franchise employees, including documents concerning meetings conducted by Respondent or its agents for franchises on or about October 25, 2012, November 14 and 28, 2012, December 5, 11, 12, and 13, 2012, January 29, 2013, and February 6, 21, and 22, 2013.

67. Any documents concerning communications to Respondent's employees, including meetings with those employees, made as a result of, in response to, or as a consequence of training or advice provided or made available by McDonald's USA to Respondent regarding "third party intervention," union organizing activity, the Fast Food Workers Campaign, Fast Food Forward, Fight for 15, or other coordinated conduct aimed at changing the working conditions of McDonald's employees.

68. Any documents concerning or mentioning any hotline(s) provided or made available by Littler Mendelson and/or any other law firm and/or McDonald's USA for franchisee use in connection with, in response to, or concerning, union organizing activity, the Service Employees International Union, the Fast Food Workers Campaign, Fast Food Forward, Fight for 15, or other coordinated conduct aimed at changing the working conditions of McDonald's employees.

EXHIBIT C

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
DIVISION OF JUDGES
NEW YORK BRANCH OFFICE**

**McDONALD'S USA, LLC, A JOINT EMPLOYER,
et al.**

Case No. 02-CA-093893, et al.

and

**FAST FOOD WORKERS COMMITTEE and SERVICE
EMPLOYEES INTERNATIONAL UNION, CTW, CLC,
et al.**

**ORDER SEVERING CASES AND
APPROVING STIPULATION**

On October 7, 2016, Counsel for the General Counsel ("General Counsel"), McDonald's USA, LLC ("McDonald's"), the Charging Parties, and all Franchisee Respondents in the above matter submitted the attached Stipulation Regarding Proceedings in Severed Cases. The Stipulation sets forth the parties' agreement regarding further proceedings in connection with the severance of the Consolidated Complaint's allegations involving Franchisee Respondents in New York and Philadelphia (the "Region 2 and 4 cases") from the allegations involving Franchisee Respondents in Chicago, Indianapolis, Sacramento, and Los Angeles (the "Region 13, 20, 25, and 31 cases"). For the following reasons, the Region 13, 20, 25, and 31 cases are hereby severed from the Region 2 and 4 cases, and the parties' Stipulation is approved.

The pertinent background is as follows. On December 19, 2014, the Regional Directors for Regions 2, 4, 13, 20, 25, and 31 issued separate complaints alleging that McDonald's constituted a joint employer with individual Franchisee Respondents operating within each NLRB Region's geographic area. The complaints alleged that McDonald's and the individual Franchisee Respondents constituted joint employers, and alleged violations of Sections 8(a)(1) and (3) of the Act relating to the protected concerted and union activities of employees employed at the Franchisee Respondent locations. By orders dated January 5 and 6, 2015, General Counsel transferred and consolidated those complaints, creating the above-captioned case.

In January and February 2015, McDonald's and the Franchisee Respondents filed Motions to Sever, contending that allegations relating to each Franchisee Respondent's organization should be tried as a separate case. I denied these Motions to Sever on February 20, 2015, and in a January 8, 2016 order the Board granted Respondents' requests for special permission to appeal my decision and denied the

appeals on the merits. *McDonald's USA, LLC*, 363 NLRB No. 91 (2016). Having now presided over 65 days of hearing in this matter, I find that changed circumstances since my February 20, 2015 order and the Board's dated January 8, 2016, require the severance of the cases as discussed herein to ensure the most efficient use of resources and the most expeditious resolution of the issues raised by the Consolidated Complaint's allegations.

As discussed in my February 20, 2015 order, Section 102.33 of the Board's Rules and Regulations states that General Counsel may transfer and/or consolidate charges and proceedings "in order to effectuate the purposes of the Act or to avoid unnecessary costs or delay." *McDonald's USA, LLC*, 363 NLRB No. 91 at p. 18. However, Section 102.35(a)(8) empowers Administrative Law Judges to "order proceedings consolidated or severed" prior to issuing a decision, evaluating "the risk that matters litigated in the first proceeding will have to be relitigated in the second and the likelihood of delay if consolidation, or severance, is granted." *Service Employees Local 87 (Cresleigh Management)*, 324 NLRB 774, 775-776 (1997). Furthermore, Section 102.35(a)(6) provides that "between the time [the ALJ] is designated and transfer of the case to the Board," the ALJ is empowered to "regulate the course of the hearing." As the Board states in its January 8, 2016 order, it has described the General Counsel's decisions regarding consolidation as "subject to review only for arbitrary abuse of discretion." *McDonald's USA, LLC*, 363 NLRB No. 91 at p. 1, quoting *Service Employees Local 87 (Cresleigh Management)*, 324 NLRB at 774. However, in *Affinity Medical Center*, the Board recently upheld the ALJ's refusal to permit consolidation based in part on "the complexity and magnitude of the ongoing consolidated proceeding," "the likelihood of delay if consolidation was granted," the risk that issues would need to be relitigated in a separate proceeding, and "the potential for conserving resources." 364 NLRB No. 66 at p. 1-2 (2016).

Since the inception of this case, General Counsel has contended that consolidation of the complaints initially issued in each of the six NLRB Regions would result in the most expedient adjudication of the joint employer issue, because its evidence in this regard consisted of: (i) McDonald's agreements, policies and practices applicable to all franchisees in the United States, regardless of their location; and (ii) material evincing a "nationwide, coordinated response" on the part of McDonald's to the protected concerted and union activities of the employees at the franchise locations. General Counsel contended that the uniform applicability of the evidence pertaining to McDonald's relationship with its franchisees would allow for the joint employer issue to be decided with respect to the Franchisee Respondents in one, as opposed to multiple, proceedings. The initial Motions to Sever were denied, by myself and by the Board, on that basis. *McDonald's USA, LLC*, 363 NLRB No. 91, at p. 1, 18.

McDonald's, however, contends that its policies and procedures developed at the "corporate" or nationwide level are not uniformly implemented and applied in every one of its Regions.¹ The ensuing case presentation on the joint employer issue in response

¹ McDonald's has 22 Regions covering the United States, where Field Service Consultants, Human Resources Consultants, and other employees who deal directly with individual franchisees are employed.

to this argument has made continuing with the overall case as currently consolidated simply infeasible. In particular, General Counsel is calling as adverse witnesses on its direct case not only corporate-level McDonald's executives who develop and oversee the deployment of its operational policies and procedures, but every Regional Field Service Consultant assigned to interact directly with the Franchisee Respondents, as well as Human Resources Consultants which did so. Beginning in March 2016, General Counsel began questioning these corporate and Regional level witnesses pursuant to Federal Rule of Evidence 611(c).

On September 21, 2016, the fifty-eighth day of hearing in the case, I convened a status conference to obtain estimates from the parties regarding the number of witnesses they intended to present for the different phases of the case and the estimated time for their case presentations (Tr. 8508-8524). At the status conference, General Counsel stated that they intend to present an additional 35 witnesses pursuant to Rule 611(c) for the "nationwide" joint employer phase of the case over 38 days of trial; given the current trial schedule General Counsel will conclude this presentation in early 2017. McDonald's indicated that the presentation of their defense with respect to the "nationwide" joint employer issue would take up to 400 hours, approximately 60 to 70 hearing days. Based upon the parties' estimates of hearing times for the unfair labor practice and "local" joint employer evidence, those portions of the hearing will continue for 15 or more weeks in New York, 17 or more weeks in Chicago, and 5 or more weeks in Los Angeles.

These estimates lead to the conclusion that hearing all of the consolidated cases together is impossible. If the evidence is heard with the cases as currently consolidated, the record will not close for years, and a definitive agency ruling with respect to joint employer status will not be made until well into the next decade. Meanwhile, the parties would continue to expend copious resources on the litigation of unfair labor practice allegations not essential to the joint employer issue. As a result, severance of the Region 13, 20, 25, and 31 cases, with those cases held in abeyance until the Region 2 and 4 cases are concluded and the Board rules on the joint employer issue, will most expediently adjudicate the joint employer issue while providing a determination regarding the rights of the parties and as many alleged discriminatees as possible, and remedies for any violations found.

In addition, the parties' October 7, 2016 Stipulation minimizes the risk of relitigation with respect to evidence pertinent to joint employer status. The Stipulation provides for the continued, full development of the record General Counsel intends to make regarding "nationwide" joint employer evidence (Par. 2). The Stipulation further provides for the admission of that record into evidence in the Region 13, 20, 25, and 31 cases, while preserving McDonald's objections regarding the relevance of evidence which McDonald's contends is not related to charged franchisees in the particular case being heard (Par. 3, 4, 7, 8, 9). As a result, the terms of the Stipulation ensure that the time and resources expended upon creating the record regarding "nationwide" joint employer status will not be duplicated in the Region 13, 20, 25 and 31 cases when they are heard.

For all of the foregoing reasons, I find that considerations of efficiency, conservation of resources, and fairness to all of the parties involved require the severance of the Consolidated Complaint's allegations in the manner described herein.

Based on the foregoing, it is hereby ordered as follows:

The allegations comprising the Region 13, 20, 25 and 31 cases are severed from the allegations comprising the Region 2 and 4 cases. I will retain jurisdiction over the Region 13, 20, 25 and 31 cases unless another Administrative Law Judge is appointed to adjudicate them.

The hearing regarding the Region 2 and 4 cases will continue as provided in the parties' October 7, 2016 Stipulation, and my March 3, 2015 Case Management Order as modified by the parties' March 14, 2016 Stipulation. The Region 13, 20, 25, and 31 cases will be held in abeyance pending a decision and order of the National Labor Relations Board in the Region 2 and 4 cases, as provided in the parties' October 7, 2016 Stipulation.

The October 7, 2016 Stipulation between General Counsel, McDonald's USA, LLC, and Charging Parties and Respondent Franchisees Regarding Proceedings in Severed Cases is approved.

Dated: October 12, 2016
New York, New York



Lauren Esposito
Administrative Law Judge

St. John's

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
ADMINISTRATIVE LAW JUDGE LAUREN ESPOSITO**

MCDONALD'S USA, LLC, A JOINT EMPLOYER, et al.

and

**FAST FOOD WORKERS COMMITTEE AND
SERVICE EMPLOYEES INTERNATIONAL
UNION, CTW.f, CLC, et al.**

**Cases 02-CA-093893, et al.
04-CA-125567, et al.
13-CA-106490, et al.
20-CA-132103, et al.
25-CA-114819, et al.
31-CA-127447, et al.**

**STIPULATION BETWEEN GENERAL COUNSEL, MCDONALD'S USA, LLC., AND
CHARGING PARTIES AND RESPONDENT FRANCHISEES REGARDING
PROCEEDINGS IN SEVERED CASES**

1. The General Counsel, McDonalds USA, LLC, Charging Parties, and Respondent Franchisees (collectively 'the Parties) understand that the Administrative Law Judge Esposito shall issue an order severing the Region 13, 20, 25 and 31 cases (collectively, "Severed Cases") cases from the Region 2 and 4 Cases. It is understood by the Parties that Judge Esposito will retain post-severance jurisdiction of the Region 13, 20, 25, and 31 cases, until such time as another administrative law judge is assigned.

REGION 2 AND 4 CASES

2. The Parties agree that the General Counsel shall be permitted to call any subpoenaed witness he chooses to testify in the Region 2 and 4 Cases.
3. McDonald's USA, LLC ("McDonald's USA") will have a standing objection on relevance grounds to testimony from any witness subpoenaed by the General Counsel, and any documents or other evidence proffered through such witness, whom or that McDonald's USA deems had no relationship to, or involvement with, any charged franchisee in the Region 2 and 4 Cases.

4. Up to and including the date of this Stipulation, to the extent it has not done so, McDonald's will be deemed to have objected on relevance grounds to testimony from any witness, and any documents or other evidence proffered through such witness, whom or that McDonald's USA deems had no relationship to, or involvement with, any charged franchisee in the Region 2 or 4 Cases.

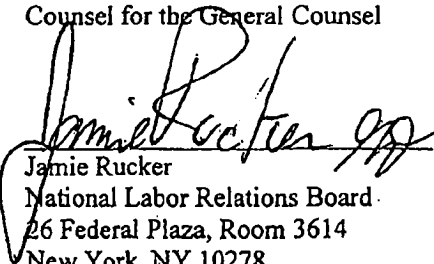
SEVERED CASES

5. The Parties agree that the Severed Cases shall be held in abeyance pending a decision and order of the National Labor Relations Board in the Region 2 and 4 Cases.
6. The General Counsel shall be permitted to call any subpoenaed witness to testify in the Severed Cases.
7. Effective as of the date of this Stipulation, McDonald's USA will have a standing objection on relevance grounds to testimony from any witness subpoenaed by the General Counsel, and any documents or other evidence proffered through such witness, whom or that McDonald's USA deems had no relationship to, or involvement with, any charged franchisee in the Severed Cases.
8. Up to and including the date of this Stipulation, to the extent it has not done so, McDonald's will be deemed to have objected on relevance grounds to testimony from any witness, and any documents or other evidence proffered through such witness, whom or that McDonald's USA deems had no relationship to, or involvement with, any charged franchisee in the Severed Cases.
9. The entirety of the record developed in the Region 2 and 4 cases, including but not limited to the Parties objections and the rulings thereon and up to and including rebuttal


testimony by General Counsel and the Charging Parties, will be made a part of the record in the Severed Cases.

10. Nothing in this Stipulation waives any position or objection by any Party at any point before the Administrative Law Judge, before the Board on Special Appeal, or before any Federal District Court or Appellate Judge.

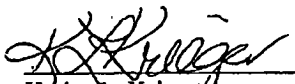
Counsel for the General Counsel

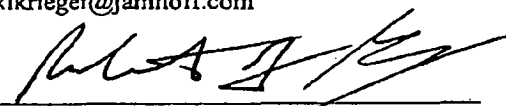

Jamie Rucker
National Labor Relations Board
26 Federal Plaza, Room 3614
New York, NY 10278
jamie.rucker@nlrb.gov


Counsel for McDonald's USA, LLC

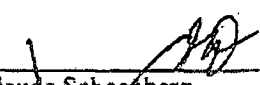

Willis J. Goldsmith
JONES DAY
150 Vesey Street
New York, NY 10281
wgoldsmith@jonesday.com

Counsel for the Charging Parties


Kathy L. Krieger
JAMES & HOFFMAN, PC
1130 Connecticut Ave, NW, Suite 950
Washington, DC 20036
klkrieger@jamhoff.com

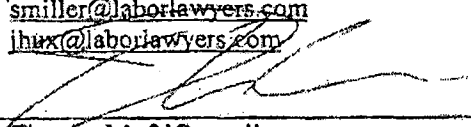

Robert Brody
Kate Bogard
Brody and Associates, LLC
120 Post Road West, Suite 101
Westport, Connecticut 06880
Rbrody@Brodyandassociates.com
Kbogard@Brodyandassociates.com


Louis P. DiLorenzo, Esq.
Tyler T. Hendry, Esq.
Patrick V. Melfi, Esq.
Bond, Schoeneck & King, PLLC
600 Third Avenue
New York, New York 10016
ldilorenzo@bsk.com
thendry@bsk.com
pmelfi@bsk.com




Claude Schoenberg
Schoenberg Law Office
2 Bala Plaza
Suite 300
Bala Cynwyd, PA 19004
Claude.Schoenberg@me.com

Steve A. Miller
James M. Hux, Jr.
FISHER & PHILLIPS LLP
10 S Wacker Dr., Ste 3450
Chicago, IL 60606-7592
smiller@laborlawyers.com
jhux@laborlawyers.com



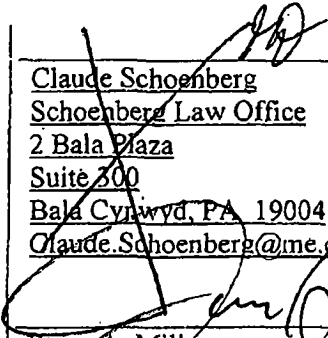
Thomas M. O'Connell
Best, Best & Krieger
3390 University Avenue
5th Floor
Riverside, CA 92501
Thomas.OConnell@bbklaw.com

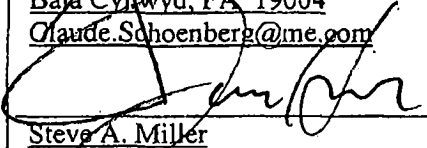


Roger Crawford
Best, Best & Krieger
2855 E. Guasti Road, Suite 400
Ontario CA. 91761
Roger.Crawford@bbklaw.com



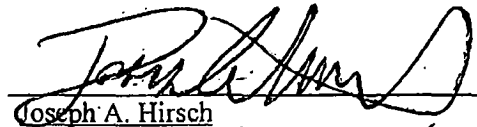
Joseph A. Hirsch
HIRSCH & HIRSCH
One Belmont Avenue
8th Floor, Suite 8001
Bala Cynwyd, PA 19004
jahirsch@hirschfirm.com


Claude Schoenberg
Schoenberg Law Office
2 Bala Plaza
Suite 300
Bala Cynwyd, PA 19004
Claude.Schoenberg@me.com


Steve A. Miller
James M. Hux, Jr.
FISHER & PHILLIPS LLP
10 S Wacker Dr., Ste 3450
Chicago, IL 60606-7592
smiller@laborlawyers.com
jhux@laborlawyers.com

Thomas M. O'Connell
Best, Best & Krieger
3390 University Avenue
5th Floor
Riverside, CA 92501
Thomas.OConnell@bbklaw.com

Roger Crawford
Best, Best & Krieger
2855 E. Guasti Road, Suite 400
Ontario CA. 91761
Roger.Crawford@bbklaw.com


Joseph A. Hirsch
HIRSCH & HIRSCH
One Belmont Avenue
8th Floor, Suite 8001
Bala Cynwyd, PA 19004
jahirsch@hirschfirm.com